

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF 1 52 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. DTFASO-7-R-00013		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 1/25/07	
7. ISSUED BY ASO 55 LOGISTICS CONTRACTING TEAM P.O. BOX 20636 ATTN: ASO 66 ATLANTA, GA 30320				8. ADDRESS OFFER TO (If other than Item 7) SAME AS BLOCK 7			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _ until 1700 ET (Hour) local time 2/15/07 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION		A. NAME GAIL EDWARDS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 404-305-5182
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 42.215-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code) (404) 305-5987		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE SAME AS BLOCK 7		25. PAYMENT WILL BE MADE BY CODE FAA, ASO-22A, P.O. BOX 45719 ATLANTA GA 30320			
26. NAME OF CONTRACTING OFFICER (Type or print) GAIL EDWARDS		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 8/18/00	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DTFASO-7-R-00013, Standard Form 33	2	52

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>ELEVATOR REFURBISH (ATCT)</u> <u>CHARLESTON INTERNATIONAL AIRPORT</u> <u>CHARLESTON, SOUTH CAROLINA</u> PROVIDE SERVICES AS SPECIFIED IN SECTION C STATEMENT OF WORK				
001	RENOVATION OF THE ELEVATOR	1			
	Grand Total				

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

This section is not used

PART I - SECTION C
SCOPE OF WORK

C.1.0 SCOPE

The contractor shall furnish the labor, supervision, materials, required equipment, supplies, and services necessary repair of an elevator in an Air Traffic Control Tower located at CHS, Charleston, South Carolina. The work shall include, but not limited to, furnishing all labor, materials, equipment, and services as may be necessary to repair the elevator. The entire project consists of the following:

1. Furnish and install a new microcomputer based traction control system for the existing tower elevator, tape reader and floor selector system. Controller may be generic or from the manufacturer of the elevator. (Submittal required during proposal phase.)
2. Furnish and install a new AC hoist motor with tachometer encoder. Motor shall be designed for elevator system use. New motor shall be a 480V / 3 Phase / 60 Hz. (Submittal required.)
3. Recondition the traction machinery including, but not limited to, bearing replacement, gear realignment and seals replacement.
4. Furnish and install a new traction drum and hoist cables. (Submittal required.)
5. Recondition the interior finish of the elevator cab, including the wall skin and ceiling. Submit photographs with complete specifications on all materials proposed and/or samples of the materials proposed. More than one scheme may be proposed with separate pricing for each. (Submittal required during proposal stage.)
6. Remove the existing flooring and install a new vinyl floor. Before beginning the removal of the existing flooring the Contractor shall arrange for a certified asbestos sampling and testing agency to determine if asbestos is present. If asbestos is present, notify the Resident Engineer (RE) immediately. (Submittal required during proposal stage.)
7. Furnish and install Life Line Safety Anchors permanently outside the hoist-way at each level that the elevator stops
8. Furnish and install a new traveling cable. (Submittal required.)
9. Furnish and install a new governor cable. (Submittal required.)
10. Recondition the governor including, but not limited to, the replacement of the position transducer. (Submittal required.)

11. Furnish and install a new rope gripper for ascending car over-speed protection and unintended car movement protection as a result of a failure in the electric hoist motor, elevator brake system coupling shaft or gearing, the control system and any other component associated with car speed control. This provision shall be in compliance with ASME A17.1-2000 Safety Code For Elevators and Escalators. (Submittal required.)
12. Furnish and install one brushed stainless steel car control station. Features shall include ADA hands free phone, independent service, digital dot matrix position display, keyed stop switch, audible passing signal and illuminated alarm button. Car shall be ADA and AMSE code compliant. (Submittal required.)
13. Completely remove all existing wiring within and on the car and rewire to accommodate the new car control station, lighting and communications specified else where herein. All wiring shall comply with the National Electrical Code, ASME A17.1-2000 Safety Code For Elevators and Escalators and the attachment Elevator Electrical Requirements. (Submittal required.)
14. Furnish and install all new Machine Room wiring. Wiring shall include control and power wiring within the Machine Room. Power wiring shall be new from the power panel that presently serves the devices requiring power. Wiring shall be in accordance with the attachment Elevator Electrical Requirements. (Submittal required.)
15. Remove all existing hoist-way wiring with new wiring between the machine room and hoist way. Replace door interlock wiring with heat resistant wire. All wiring shall comply with the National Electrical Code, ASME A17.1-2000 Safety Code For Elevators and Escalators and the attachment Elevator Electrical Requirements. (Submittal required.)
16. Furnish and install a new car directional lantern with audible signals per ADA. (Submittal required.)
17. Install a new lighting system that is in compliance with ADA. (Submittal required.)
18. Furnish and install new recessed mounted lobby call stations for the Xrd, Yth, Wth and Zth floors. Units shall be brushed stainless steel with black trim. (Submittal required.)
19. Furnish and install a digital dot matrix position display on the Ground and 14th floors. (Submittal required.)
20. Replace the existing hoist-way and car doors. Furnish and install new doors including tracks, closures, nylon gibbs, door rollers and pick-up roller assemblies. Replace the existing door operator. Drive rollers shall remain engaged during operation to prevent separation of the car and hoist-way doors. Doors shall operate in a smooth and quiet manner. (Submittal required.)

21. Replace the existing hoist way door interlocks. The interlocks shall be in conformance with ASME A17.1-2000 Safety Code For Elevators and Escalators. The interlocks shall prevent operation of the elevator unless the doors are fully closed and locked in position. (Submittal required.)
22. Clean car top and emergency light and alarm system.
23. Contractor shall test, adjust and return elevator to normal and safe operation.
24. Renovation shall bring the elevator in compliance with ADA requirements. The body of this document contains specific ADA requirements.
25. Furnish and install new car guide rollers. (Submittal required.)
26. Furnish and install new final limit switches. (Submittal required.)
27. Furnish and install new slowdown limit switches near the terminal landings. (Submittal required.)
28. Furnish and install new a new load weighing device. (Submittal required.)
29. Replace the existing top of car inspection station. The new station shall be provided with a control panel on top of the car which, when activated, removes the car from normal service and allows the car to run at inspection speed from the top of the car only. The car top inspection station shall include an exit guard railing securely attached to the top of the car. (Submittal required.)
30. Replace the existing car leveling system complete with all new components on the car and at each floor. Leveling accuracy shall meet or exceed ASME A17.1-2000 Safety Code For Elevators and Escalators standards. (Submittal required.)
31. Check all attachments of rail brackets and tighten or repair as necessary.
32. Replace the existing pit stop switch. (Submittal required.)
33. Perform 5 year load test.
34. Replace the existing elevator pit sump pump. Provide a new 304 stainless steel pump pit cover. Reuse existing pump pit piping to the maximum extent possible. Clean sump pump pit and area around it. (Submittal required.)
35. Replace the existing hoist-way access switch with a new keyed switch. This switch shall allow slow movement of the car for access to the top or interior of the car. (Submittal required.)
36. At the conclusion of the refurbishment, all equipment in the machine room shall be cleaned, degreased, primed and painted with one coat of paint. Color shall be

the standard color of the successful elevator repair company, provided it is approved by the FAA. (Submittal required during proposal phase.)

37. Contractor shall provide a 5-year parts and labor service contract for maintenance and repairs. The contract shall require coverage 24 hours-a-day seven (7) days a week. The contractor shall respond within 24 hr of notification of an elevator service interruption. (Maintenance and repair contract shall be priced as an additive-bid-item).

ADA Requirements:

Automatic Operations:

Elevator car shall operate automatically.

Elevator car shall automatically self-level to within 1/2-inch.

Elevator shall automatically correct for under and over travel.

Hall Call Buttons:

Call buttons in lobby and halls shall be centered 42-inches above floor.

Call buttons shall have visible signals to indicate when calls are registered.

Call buttons shall be no less than 3/4-inch in smallest dimension.

Up direction button shall be mounted on top.

Buttons shall be raised or flush.

Objects mounted beneath hall call buttons shall project less than 1/4-inch into hall.

Hall Lanterns:

Visible and audible signal in each hoist way entrance shall indicate when the elevator car is answering a call.

Audible signal shall sound "once" for up direction and "twice" for down direction or have verbal enunciators to say "UP" or "Down".

Hall lantern fixtures shall be mounted (centered) at-least 72-inches above lobby floor.

Hall lantern fixtures visual elements shall be at least 2-1/2-inches in smallest dimension.

Signals shall be visible from the vicinity of hall call buttons.

Raised and Braille Characters on Hoist way Entrances:

All hoist way entrances shall have raised floor designation on both door jambs with Braille.

Braille characters shall be centered 60-inches above floor.

Braille characters shall be 2-inches high.

Braille characters shall be permanently attached to door jambs.

Door Protective and Reopening Device:

Elevator car and hoist way doors shall open and close automatically.

Elevator car and hoist way doors shall stop and reopen automatically when they become obstructed.

Door reopening device shall open the doors without requiring contact from an obstruction passing through the door opening at heights of 5-inches to 29-inches above the floor.

Door reopening device shall keep the door open for at-least 20-Sec.

Door and Signal Timing for Hall Calls:

Minimum acceptable time from notification that the elevator car is answering a call to the time the door of the car starts to close shall be determined by the formula, $T=D/(1.5\text{ft/sec})$ where T = total time in seconds, and D = distance from a point in the lobby or corridor 60-inches directly in front of the farthest call button controlling the elevator car to the centerline of the hoist way door and shall not exceed 5-Seconds.

Door Delay for Car Calls:

Elevator car and hoist way doors shall remain open at-least 3-sec in response to a car call.

Floor Plan for Elevator Cars:

Elevator car floor area shall provide enough space for wheelchair users to enter the car, maneuver within reach of the controls, and exit the car.

Elevator car and hoist way doors shall open to a minimum of 36-inches.

Elevator car shall be at-least 54-inches deep from rear of car to inside face of door.

Elevator car width shall be at-least 80-inches for center opening doors.

Clearance between elevator car platform sill and the edge of the hoist way landing shall be no greater than 1-1/4-inches.

Floor Surfaces:

Floor surfaces shall be firm.

Floor surfaces shall be stable.

Floor surfaces shall be slip resistant.

Illumination Levels:

Elevator car controls illumination shall be at least 5 foot candles.

Elevator platform illumination shall be at least 5 foot candles.

Elevator car threshold illumination shall be at least 5 foot candles.

Elevator car landing sill illumination shall be at least 5 foot candles.

Car Controls:

Car control panel buttons shall be at-least 3/4-inch in dimension.

Car control panel buttons shall be raised or flush.

Car control panel buttons shall be designated by Braille.

Car control panel buttons shall be no higher than 48-inches above the floor.

Emergency control buttons shall be grouped together at the bottom of the car control panel.

Emergency control buttons shall be centered no less than 35-inches above the floor.

Car control panel shall be located on front wall.

Car Position Indicators:

Visual car position indicator shall be located inside the car above the car control panel or the car door to show the position of the car in the hoist way.

Floor number indicator shall illuminate and an audible signal sound inside the car when the elevator car stops or passes a floor.

Floor number indicators shall be a minimum of 1/2-inches high.

Audible signals shall be no less than 20db and no higher than 1500Hz.

Emergency Communications:

The highest part of the two-way communication system shall be a maximum of 48-inches from the floor of the car.

The communication system shall be identified by a raised or recessed symbol and approved lettering adjacent to the device.

The handset cord shall be a minimum of 29-inches in length (where applicable).

Emergency intercom shall not require voice communication.

Submittals:

The Contractor shall submit product information for FAA approval regarding the materials called out in the scope-of-work. Note that some submittals are required to accompany the proposal.

The above submittals will be reviewed by the Government and be approved, disapproved or approved as noted. The Contractor shall not proceed with procurement of material and equipment until the Government approves the submittals.

Warranties:

The Contractor shall warrant all materials, equipment and labor for all work performed under this contract. This warranty shall be for a period of one (1) calendar year beginning upon the date of contract acceptance inspection (CAI). The warranty shall be unconditional and the Contractor shall furnish all labor and materials required to repair or replace defective or failed portions of the contract work. Any warranty repairs shall be mobilized and on-site within a maximum of 24 hours after notification by the Government of an elevator service problem.

Contractor shall provide a contract for maintenance and repair service for five (5) years.

Maintenance and repair service contract shall include all parts and labor with the same response as specified for warranty repairs above. The maintenance and repair service contract shall be priced separately as an additive bid item.

The Contractor shall furnish to the Resident Engineer (R.E.) the manufacturer's certificate of this warranty stating the beginning and ending dates of the period of coverage. Also, guarantee that each piece of apparatus shall have a capacity or performance of not less than that specified when the apparatus is operating under specified design conditions.

Performance Time:

The Contractor shall complete the repairs to the elevator equipment within 90 calendar days after Notice-To-Proceed. Since the elevator is the main form of transportation to the air traffic control cab, The contractor shall establish manual elevator service during shift changes (morning and evening, times to be determined at pre-construction meetings, for no less that 30 minutes, seven (7) days a week. Some work will require the complete loss of elevator service. Critical events, such as these, will be performed in parallel and coordinated in order to minimize the interruption to the facility. Complete loss of elevator service will be limited to three (3) days. The time required for the Government to review, comment and approve the submittals, and equipment ordering lead-time will not be included in the Contractor's performance time.

Notice-To-Proceed with the construction phase will not be granted until the Contractor certifies to the Contracting Officer that all required materials and equipment, as approved by the Government, are in his possession and ready for installation.

Safety:

All fall protection and safety equipment installation shall be coordinated with the FAA Resident Engineer and in compliance with latest OSHA standards. A fall protection plan shall be submitted to the SSC Contact and the Technical Contact before starting work.

Demolition:

Any equipment obstructing the Contractor's access to the work area shall either be temporarily relocated by the Contractor to a storage area designated by the R.E. or be covered in a manner as to provide suitable access while protecting the Government property from construction damage. At the completion of all work, the Contractor shall return all such items to their original location.

Any unused conduit, wire, elevator equipment, structural supports or other fittings associated with equipment or devices to be removed under this contract shall be disposed of by the contractor.

Remove unused structural support angles, channels, bolts, and similar hardware. Patch any holes resulting from removed equipment, hardware, conduit or pipe with the same material as that of the penetrated surface (i.e.: concrete floor openings shall be filled with concrete). Paint patch to match adjacent undisturbed surface.

Any equipment or material to be removed, unless specified to remain the property of the FAA, shall become the property of the Contractor and shall be transported from the site and disposed of in a legal manner.

Instruction Manuals:

Upon completion of work, the Contractor shall submit to the RE two (2) bound copies of an instruction manual. This manual shall contain, but not be limited to, instructions for installation, operation and maintenance, replacement parts list, sequence of operation description, sizing and capacity data and manufacturer's guarantee information for all equipment furnished by the Contractor.

Training :

Contractor shall provide a, factory approved, 4hr training class for four(4) FAA personnel. Contractor shall provide a training sign-in attendance list to the FAA Resident Engineer.

Schedule Of Work:

The Contractor shall provide a complete and comprehensive schedule to the Technical Contact and Site Contact for review and approval before a Notice-To-Proceed is issued. Schedule shall outline all phases of the work and their impact on the operation of the elevator. Outages shall be held to a minimum number and a minimum of time. If necessary, outages shall be scheduled to occur during periods of low air traffic activity during night time hours.

SO-C-1 REDUCED SIZE DRAWINGS

This document may contain drawings which have been reduced in size. This written scale; e.g., 1" = 100", 3/8" = 1'0", on reduced drawings is not valid. The bar scales (where shown) and written dimensions, however, remain valid.

(End of clause)

SO-C-2 DRAWINGS AND SPECIFICATIONS

The following drawings and specifications are applicable to this acquisition:

See Section J for applicable drawings and specifications.

(End of clause)

PART I - SECTION D
PACKAGING AND MARKING

This section is not used

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)

(a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may:

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or

(2) terminate the contract for default.

(End of clause)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

SO-F-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work within five (5) calendar days after the effective date of the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than ninety (90) calendar days after the effective date of the notice to proceed. The time stated for completion shall include completion of all punchlist items and final cleanup of the premises.

(End of clause)

SO-F-2 PLACES OF PERFORMANCE

Equipment shall be installed, leased, and training provided at the following FAA ATCT in the Southern Region:

Charleston International Airport
Air Traffic Control Tower, CHS ATCT
5775 South Aviation Avenue
Charleston, SC 29406-6167

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

SO-G-1 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer may designate Government personnel to act as his authorized representative for one or more contract administration functions not involving a change in the scope, price, terms, or conditions of the contract. Such designation will be in writing, set forth elsewhere in the contract by separate letter signed by the Contracting Officer, and will contain specific instructions as to the extent to which the representative may take action for the Contracting Officer. Such designation will not contain authority to sign contractual documents, nor will it authorize the designee to order contract changes, modify contract terms, or create any liability on the part of the Government different from that set forth in the contract.

(End of clause)

SO-G-2 MODIFICATION PROPOSALS-PRICE BREAKDOWN

The contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, justification shall be furnished for the extension. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of clause)

SO-G-3 INVOICES - CONSTRUCTION

Payments to the contractor for work performed under this contract will be made monthly in accordance with Clause 3.3.1-19, Prompt Payment for Construction Contracts. The contractor shall coordinate amounts invoiced with the Contracting Officer's Representative (COR) on the construction site prior to submission. After coordination, invoices (reflecting the contract number) shall be submitted to the COR along with the attached Certification of Invoice. A copy of the invoice summary should also be sent by facsimile to the Contracting Officer at (404) 305-5774 to give notice that payment has been requested. The COR should date stamp the invoice upon receipt and will then prepare a periodical estimate for submission to the Contracting Officer with the contractor's invoice.

(End of clause)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

SO-H-1 ESCORT REQUIREMENT (per FAA Order 1600.72, 04/04/01)

Performance under this contract requires the Contractor employees and subcontractors, at all times while on the work site or other FAA premises, to be escorted by the Contracting Officer's Representative ("COR"), or another person designated by the Contracting Officer. The escort must keep the escort-required Contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee's or other person's actions. The Contractor agrees that no Contractor employee and subcontractor shall be permitted to be present on the work site or other FAA premises unless properly escorted as provided herein. Because of the escort requirement, no background checks are required. However, the FAA reserves the right to conduct further investigations, if necessary.

Before the Contracting Officer will issue a Notice to Proceed, the Contractor shall submit a transmittal letter referencing the contract number to the Contracting Officer, who shall forward to the Servicing Security Element ("SSE"), a written listing of the name, date of birth, place of birth, and social security number of each Contractor and subcontractor employee who may be present on the work site or FAA facility.

(End of Clause)

SO-H-2 SECURITY REQUIREMENTS

Specific security requirements are outlined in Clauses 3.14-2, Contractor Personnel Suitability Requirements, 3.14-3, Foreign Nationals as Contractor Employees, and 3.14-4, Government-Issued Keys, Identification Badges, and Vehicle Decals, and in Section I of this solicitation. The offeror is required to determine and provide for the effects, if any, that these security requirements may have on the offer, or contract performance. Failure of the offeror to determine the affect of these requirements on cost or performance beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of clause)

SO-H-3 INSURANCE REQUIREMENTS

In addition to minimum insurance requirements specified elsewhere in this contract, the offeror shall determine specific insurance requirements where this contract work is to be performed (i.e., airport insurance requirements, or state or local insurance requirements) prior to submitting an offer. The offeror is required to determine and provide for the effects, if any, that these insurance requirements may have on the offer, or contract performance. Failure of the offeror to ascertain these requirements beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of Clause)

SO-H-4 ELECTRICAL CODES

Equipment and associated materials shall be installed in compliance with the National Electric Code, National Safety Code, and state and local electrical codes.

(End of clause)

SO-H-5 PERMITS AND LICENSES

The contractor shall determine specific permitting and license requirements where the contract work is to be performed, and provide for the effects, if any, that these requirements may have on the offer, or contract performance. Failure of the contractor to ascertain these requirements beforehand will not excuse noncompliance nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of clause)

PART II - SECTION I
CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-5 Disclosure of Conflicts of Interest (May 2001)**
- 3.2.2.3-8 Audit and Records (July 2004)**
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors**
- Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)**
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era**
- (January 1998)**
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)**
- 3.6.3-1 Clean Air and Water Certification (April 2000)**
- 3.6.3-2 Clean Air and Clean Water (April 1996)**
- 3.6.4-2 Buy American Act--Supplies (July 1996)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-12 Changes--Fixed-Price (April 1996)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

- (1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.3.1-33 Central Contractor Registration (April 2006)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.9.1-1 Contract Disputes (November 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later,

until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

3.10.1-25 Novation and Change-Of-Name Agreements (January 2003)

a. In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

b. For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

c. The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in FAA Procurement Guidance entitled "Novation and Change-Of-Name Agreements" published at http://fast.faa.gov/procurement_guide/html/3-10-1.htm.

d. When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of Clause)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (April 2004)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) facilities,

(2) sensitive information, and/or

(3) resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72, Contractor and Industrial Security Program, chapter 4, paragraphs 403g, 403i-I, and/or 409, pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72,

appendix 1.

(b) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position Risk Level

[CO to insert information here]

(c) Not later than three (3) days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

- **Two** fingerprint cards (FD-258). Fingerprinting facilities are available through **local police departments**. All fingerprint cards shall be written in black ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60-day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous Government-directed background investigation that meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed.

The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Federal Aviation Administration, Southern Region, Attn: Contracting Officer (ASO-55), 1701 Columbia Avenue, College Park, GA 30337

The transmittal letter shall also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. **(Delete "A copy of the transmittal letter shall also be provided to the Contracting Officer."**

(d) The contractor shall submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(e) The contracting officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor shall take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) The submittal of all necessary forms within three (3) days, but not to exceed a maximum of 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:

(State any SSE conditions such as restricted access to sensitive information or facilities. Specify information or facilities. If the SSE imposes no conditions, state "None").

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted and the SSE has approved the contractor employee to begin work.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) day following each report period: **A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s). Additionally, the Contractor shall submit to the SSE and CO on or before the fifth (5th) day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, hire date, termination date and reason for termination - favorable or unfavorable), and name changes. All lists must be in alphabetical order and have the name of the contractor and the contract number.**

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause shall apply.

(j) The contractor and/or subcontractor(s) will contact the FAA Security & Hazardous Materials Staff, **Barbara Parker, ASO-750C, telephone: (404) 305-6808 within 24 hours** in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements

under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraphs 403g, 403i-I, and 409 of FAA Order 1600.72 do not apply.

(n) The Contracting Officer shall ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting Officers and COTR's for each contract within 5 days of contract award.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated national Agency Check with Inquiries (NACI).

(Note: If applicable, ESCORT REQUIREMENT clause can be found in Section H of this solicitation/contract with more details.)

(End of clause)

3.14-3 Foreign Nationals as Contractor Employees (July 2002)

(a) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407:

(1) must have resided within the United States for 3 of the last 5 years (**consecutively**) unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3);

(2) a risk or sensitivity level designation can be made for the position; and

(3) the appropriate security screening can be adequately conducted.

(End of clause)

(NOTE: Foreign nationals may not provide guard services.)

3.14-4 Government-Issued Keys, Identification Badges, and Vehicle Decals (July 2002)

(a) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor

employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three workdays or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, ID cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold **\$100.00** for each key, ID card, and vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government shall be assumed to be lost and the provisions of section (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the Contracting Officer (CO), COTR, and **Charles Phillips, ASO-750A, Tel: (404) 305-6792**. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the **facility** shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

(1) Prior to any contractor employee obtaining any ID media or vehicle decals, the contractor shall submit complete documentation required under AMS clause 3.14-2, Contractor Personnel Suitability Requirements and shall be approved to begin work by the SSE.

(2) To obtain the ID card, contractor employee shall submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by AMS clause 3.14-2, Contractor Personnel Suitability Requirements is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to **[CO's name]** by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: **[CO's mailing address]**. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the **Contracting Officer**. Arrangement for processing the identification cards, including photographs and lamination can be made by the contacting **the Contracting Officer**.

NOTE: PHOTOGRAPHS FOR ID CARDS MUST BE DIGITAL IN ".JPG" FORMAT AND MAY BE SUBMITTED ON A CD OR DISC WITH THE FORM DOT 1681.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be tracked by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing will be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. **Employee Clearance Record, SO Form 2700-13**, will be completed by the contractor and copies will be distributed to the COTR, CO, and **ASO-750C** after completion.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

J.1 PHYSICAL DATA

Data and information furnished or referred to below are for the contractor's information. The government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the contractor.

- (a) The contractor shall be familiar with normal seasonal weather conditions under which work will be performed. Complete weather records are available for the National Weather Service.
- (b) Transportation access the ATCT site is by public highway and driveways within the airport facility site. The contractor shall be familiar with existing and planned highway conditions, and limitations applicable to project site construction access.

J.2 WAGE RATE DETERMINATION:

Attachment 1, Wage Determination No. SC030038 (Rev 2), dated 7/08/05 (3 pages)

J.3 ELEVATOR ELECTRICAL REQUIREMENTS:

Attachment 2, Elevator Electrical Requirements, (2 pages)

J.4 SECTION 16672 – TRANSIENT ELECTRICAL SURGE SUPPRESSION (TVSS)

Attachment 3, Transient Electrical Surge Suppression (TVSS), (4 pages)

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-2 Independent Price Determination (October 1996)

3.6.3-10 Certification of Toxic Chemical Release Reporting (August 1998)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.3-11 Toxic Chemical Release Reporting (August 1998)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision entitled Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

3.13-4 Contractor Identification Number Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.9.1-3 Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

The contractor SHALL return the following completed documents as part of its offer:

- (a) Standard Form 33, Solicitation, Offer, and Award.
- (b) Standard Form 36, Continuation Sheet (Schedule).
- (c) Section K, Representations, Certifications, and Other Statements of Offerors.

- (d) A list of three references for whom similar projects have been completed within the last three years. Include the project names and locations, term of the contract (i.e., October 1999 - September 2000), award amounts, contact names, and phone numbers. Provide a narrative for each project that demonstrates how each is similar to this project. Please verify that the references and phone numbers are current. Failure to do so may result in rejection of the offer from further consideration.
- (e) INSTALLATION/DELIVERY - Submit a detailed plan showing equipment delivery and installation to meet the requirements shown in the Statement of Work.

(End of Provision)

3.2.2.3-63 Site Visit (Construction) (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under the SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) **Site visits may be arranged during normal duty hours by contacting:**

**Charles E. Young, Manager or Val Horick
Air Traffic Control Tower, CHS ATCT
5775 South Aviation Avenue
Charleston, SC 29406-6167**

**843-414-2850 (office)
843-414-2831 (fax)**

SO-L-3 ESTIMATED PRICE RANGE

The estimated price range for this project is between \$150,000.00 and \$200,000.00.

(End of Provision)

SO-L-4 TELEGRAPHIC PROPOSALS AND TELEGRAPHIC MODIFICATIONS

Telegraphic or facsimile offers are NOT authorized. Telegraphic or facsimile modifications to offers ARE authorized; however, it is requested that neither the total amount of the original offer, nor the revised offer, be revealed in order to insure the confidentiality of the offer. For example, the offeror should indicate: "Increase offer dated XX-XX-XX by \$XX.00, or decrease offer dated XX-XX-XX by \$XX.00. " The fax number is (404) 305-5774. The "hard copy" of the modification should be sent by regular mail. IF FACSIMILE IS USED, OFFERORS ARE CAUTIONED TO TRANSMIT EARLY ENOUGH TO ASSURE SUCCESSFUL RECEIPT IN THIS OFFICE BY THE REQUIRED TIME.

(End of Provision)

SO-L-5 HANDCARRIED OFFERS

If a contractor plans to handcarry an offer to the designated receiving office, the Contracting Officer should be notified sufficiently in advance of the visit to allow time for the CO to notify security guards at the entrance to the facility. The contractor will need to furnish the names of the employees who will be visiting, and the expected date and time of arrival. Otherwise, entry may be delayed or prohibited.

(End of Provision)

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

(1) The Government will award a single contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming with, this SIR is determined to represent the **BEST VALUE TO THE GOVERNMENT** considering price and other factors as listed below. Award shall not be based on price alone.

(2) The Government may:

- (a) reject any or all offers if such action is in the public interest;
- (b) accept other than the lowest offer;
- (c) waive informalities and minor irregularities in offers received;
- (d) make award without written or oral discussion with offerors.
- (e) have discussions with any one offeror, all offerors, or without any discussion.

(3) In addition to price, award will be based on best value to FAA considering the following factors which are listed in relative order of importance:

a. Past Performance and Experience Providing the Required Equipment and Services. The contractor shall demonstrate past experience in providing the required equipment and services to other organizations, and on a similar size scale. Performance includes, but is not limited to: (1) quality of work; (2) timeliness; (3) effectiveness of management. Prior past performance and experience working in FAA facilities will be given added consideration.

b. Business Practices. This factor includes, but is not limited to, maintenance of good customer relations and motivation to perform well, ability to work effectively with owner, cooperation in solving problems, responsiveness to administrative issues, submission of reasonable contract change proposals requesting price increases or proposing credits, timeliness of payments to subcontractors, and promptness, completeness, and accuracy of written submissions. The government may consider any other verifiable outside information known or learned about the offeror, such as another office's experience with the offeror, or personal knowledge of the offeror's prior performance.

c. Customer Satisfaction. This factor includes the satisfaction of past and present clients with the services and equipment provided by the vendor.

CERTIFICATION OF INVOICE

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Contractor	Name
------------	------

Contract Number	Title
-----------------	-------

Invoice Number	Date
----------------	------

General Decision Number: SC030038 07/08/2005 SC38

Superseded General Decision Number: SC020038

State: South Carolina

Construction Type: Building

County: Charleston County in South Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	01/21/2005
2	07/08/2005

* IRON0601-001 10/01/2004

	Rates	Fringes
Ironworker, Structural.....	\$ 20.25	7.20

SUSC2002-003 01/15/2002

	Rates	Fringes
Carpenter (includes batt insulation and drywall hanging)	\$ 10.27	
Cement mason/concrete finisher	\$ 8.50	
Drywall finisher.....	\$ 11.00	
Electrician.....	\$ 11.68	
Glazier.....	\$ 9.85	
Laborer, unskilled.....	\$ 6.91	
Painter, brush.....	\$ 9.55	
Plumber (includes HVAC piping)	\$ 10.98	
Roofer.....	\$ 9.00	
Sheet metal worker (includes HVAC duct work).....	\$ 10.63	
Tile setter.....	\$ 13.00	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

ELEVATOR ELECTRICAL REQUIREMENTS

GENERAL:

Items not shown in detail or covered by detailed specifications shall be as set forth in the National Electrical Code.

ELECTRICAL DEVICES AND EQUIPMENT:

1. Conduit Fittings: All conduit inside the building shall be electric metallic tubing (EMT) with compression ring type fittings. All conduit outside the building shall be rigid steel with threaded fittings. Conduit below ground shall be rigid steel with a factory applied plastic coating. All flexible conduit, both inside and outside, shall be metallic, liquid tight.

Conduits shall be installed parallel or at right angles to the building lines. Conduits shall be securely supported and fastened in place at intervals of not more than 5 feet and at each change in direction. Support the conduit from building structural steel, walls, or other R.E. approved structural components. Fasteners shall be conduit hangers or one-hole malleable iron pipe straps with appropriate screws or bolts for the surface material. Conduits shall not be supported from metal roof decking. Suspended ceiling support wires shall not be used for the support of conduits. Changes in direction shall be symmetrical bends or cast-metal fittings. Each conduit entrance to outlet boxes, panel boards, and equipment cabinets shall be fitted with a lock nut and insulated throat connector.

2. Wire: All wire shall have copper conductors. Size shall be American Wire Gauge (AWG) with size for power circuits as shown on the project drawings, but not smaller than #12 AWG. Size for all control circuit wiring shall be #16 AWG. Power wire #10 AWG and smaller may be stranded or solid; #8 and larger wire, and all control wire, shall be stranded. Insulation shall be type THW or THWN for power wire and type MTW for control wire and shall be color coded as follows:

<u>Single Phase</u>		<u>Three Phase</u>	
<u>120 Volts</u>	<u>208/240 Volts</u>	<u>120/208 or 240 Volts</u>	<u>277/480 Volts</u>
Line-Black	Line 1-Black	Phase A-Black	Phase A-Yellow
Neutral-White	Line 2-Red	Phase B-Red	Phase B-Brown
	Neutral-White	Phase C-Blue	Phase C-Orange
		Neutral-White	Neutral-White

All Circuits:

Ground	Green
Control	Black with numbered adhesive markers on both ends or multiconductor with unique continuous color coded insulation

Power wires #8 and smaller shall have continuous colored insulation. Wires #6 and larger may utilize continuous colored insulation or colored tape. Where conductors are color coded with tape, they shall be half lapped for a minimum length of 3 inches in all junction and pull boxes, accessible raceways, panel boards, outlets, switches and equipment cabinets.

All wire shall be continuous; no splices will be permitted unless specified on the project drawings. Where permitted, splices shall be accomplished with compression type connectors bonded to the wire with a crimping tool and procedure approved by the connector manufacturer. Wires shall not

be installed until all conduit and fittings are in place. All wires shall be drawn into conduit simultaneously and with adequate lubricating compound to prevent damage to insulation.

Control wiring installed within control panels shall be neatly routed between the control components and shall run parallel and perpendicular to the sides of the panel. Wires which run diagonally from component to component will not be acceptable. Wiring shall have sufficient slack to prevent tension on the termination connector. Route wires between components in the most direct path possible without overshoots and loop-backs. Wires shall be run in open slot wiring duct (Thomas & Betts model 91XXX, or an approved substitution with size as required for application.) or bundles of wires shall be neatly secured with nylon self-locking cable ties.

Terminate all control wires with spade type, crimped terminals; Exception: Devices such as relays and terminal blocks which utilize clamp type terminals will not be required to have crimped terminals on the wire. Wrapping of wires around screw heads will not be acceptable. All wires exiting the control panel shall terminate on a screw terminal block with each terminal marked the same as on the control schematic on the project drawings.

3. Grounding: All non-current carrying metallic parts of the electrical system shall be grounded with an insulated wire sized and installed in accordance with Article 250 of the National Electrical Code. Ground wire shall be connected to ground bus in each power panel, to ground lug on receptacles, and to enclosure or frame of major electrical devices such as safety switches, motors, motor starters, terminal cabinets, light fixtures, etc. Connection of wire to these devices shall be with a separate machine screw and nut which bonds to a clean, bare metal surface. Self tapping screws are not acceptable for this purpose. Screws which are used for support of the enclosure shall not be used for this purpose.

4. Safety Switches: Safety switches shall be NEMA rated as heavy duty. Enclosures shall be NEMA type 1 in indoor locations and NEMA type 3R in outdoor or damp locations unless shown on the project drawings to be a different type for the specific application. Switches shall be of the number of poles, voltage and amperage ratings shown on the project drawings. Furnish fuse clips to receive cartridge type dual element fuses in all poles if fusible switches are required on the project drawings. Switches shall be the quick-make, quick-break type with visible blades. Switch handles shall be the extended arm type for easy identification of position. Switches which utilize rocker arm type handles or have concealed blades are not acceptable. Switch handles shall be capable of being secured in both the on and off positions by use of a Government owned and installed padlock with a 5/16" diameter shackle. The switch cover shall also be capable of being secured in the closed position with a separate Government owned and installed padlock with a 5/16" diameter shackle. The Contractor shall modify the switch as required to achieve these locking capabilities. The switch shall be grounded with a separate lug secured to the enclosure's bare metal with a bolt and nut. The use of the neutral bus inside the switch with, or without, a grounding electrode screw bonded to the enclosure will not be allowed as a satisfactory enclosure ground. A brand name safety switch known to meet the salient characteristics of this specification is Square D, Class 3110, Heavy Duty.

END OF ATTACHMENT

SECTION 16672 - TRANSIENT ELECTRICAL SURGE SUPPRESSION (TVSS)

PART 1 - GENERAL

1.1 REFERENCES

The current issues of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

FEDERAL AVIATION STANDARD SPECIFICATION (FAA)

FAA-STD-019C	Lightning Protection, Grounding, Bonding & Shielding Requirements
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NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	National Electrical Code
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NFPA 780	Lightning Protection Code
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UNDERWRITERS LABORATORIES (UL)

UL-1449	Standard for Low Voltage Transient Voltage Surge Suppression (TVSS)
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UL-497	Protectors for Paired Conductor Communication Circuits (Outside Cables)
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UL-497A	Secondary Protectors for Communications Circuits (Inside Cables)
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UL-497B	Protectors for Data Communications and Fire Alarm Circuits (Inside Cables)
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INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE-1100	Powering and Grounding Electronic Equipment
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IEEE-C62.41	Recommended Practice on Surge Voltages in Low Voltage AC Power Circuits
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IEEE-142	Grounding of Industrial and Commercial Power Systems
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GENERAL DOCUMENTS FOR SURGE PROTECTION OF COMMUNICATIONS, DATA AND CONTROL CIRCUITS

ITW Linx	Application Guide to Surge Protection of Communications and Data Circuits
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1.2 GENERAL REQUIREMENTS

A. Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the R.E. of any discrepancy before performing the work. No departures shall be made without the prior approval of the R.E.

B. System Requirements

1. This specification covers the requirements for installation of Surge Protection Devices (SPD), also known as Transient Voltage Surge Suppression (TVSS) Devices, on all building systems, to prevent damage due to lightning strikes or internal building systems transients. Protection shall be installed on all metallic conductors for data, communications, control, monitoring and associated power circuits. Protection shall be installed on both ends of all circuits entering the building from outside locations, all circuits installed between buildings and all cables with a vertical rise of more than 30 feet in the Airport Traffic Control Tower (ATCT). Protection devices shall be installed on all conductors before they enter equipment. All SPDs shall be connected to the nearest multipoint grounding system element.
2. For electronic circuits, protection devices shall be solid-state in-line modular type for use with RJ-11, RJ-45, DB-9, DB-15, DB-25 and similar connectors. Other protection devices utilizing telco type 66M termination blocks and screw terminals shall be used where standard connectors are not used. Installation of protection devices shall be done in a manner not to violate equipment warranty or (UL) listings.
3. Building systems covered by this specification include: fire alarm, elevator, HVAC, security, intercom, access control, gate operators, CCTV, emergency phones, emergency transceivers, EG & UPS monitor and control circuits, LAN systems, facility telephone switch and tower obstruction light circuits.

1.3 SUBMITTALS

The following shall be submitted in accordance with Section 01300 "SUBMITTALS":

A. Drawings

1. Surge Protection System.
Detail drawings consisting of a complete list of material, including manufacturer's descriptive and technical literature, drawings, and installation instructions. Detail

drawings shall show floor plans with identification of the location for each device. Drawings shall show proposed mounting and relationship to other parts of the work.

PART 2 - PRODUCTS

2.1 MATERIALS

Following are the types of products which shall be provided by the Contractor for installation:

- A. Surge protection products for power circuit applications shall be MOV type as manufactured by EFI Electronics Corporation, Square-D, Raycap Corporation or similar. Products shall be suitable for the application based on IEEE Standard 1100 and IEEE Standard C62.41. Detailed product specification sheets shall be provided with the surge protection devices from the manufacturers.
- B. Surge protection products for communications, control, monitoring, RF and data circuits shall be solid-state type as manufactured by Cylix Corp., ITW Linx, Ditek Corp. PolyPhaser Corp. or similar. Products shall be suitable for the application based on IEEE-1100, UL-497, UL-497A and UL-497B. Detailed product specifications sheets shall be provided with the surge protection devices from the manufacturers.

PART 3 - EXECUTION

A. HEATING VENTILATING AND AIR CONDITIONING (HVAC) SYSTEMS

- 1. The following surge protection devices shall be installed in addition to any surge protection devices that may be installed internal to equipment. All surge protection devices shall be installed as close as possible to the equipment to be protected, but in no case shall protection devices be installed more than 5 feet of circuit conductor length from the equipment to be protected.
- 2. The contractor shall provide a spreadsheet of all proposed surge protection devices to be used, with their proposed location and detailed product specifications. Coordinate with the RE scheduling and delivery of the required devices.
- 3. Install IEEE C62.41 Category "B" surge protection devices on 277/480 volt, 120/208 volt and 120 volt AC power circuits and general power control of HVAC system.
- 4. Install UL-497 listed, primary rated, surge protection devices on all telephone dial-up and modem lines entering the facility used for HVAC remote monitoring, control and maintenance.
- 5. Install UL-497A/B listed surge protection devices on both ends of all signaling and control circuits used for general HVAC control, including all DDC control units and main control computer.
- 6. Connect all surge protection devices to the nearest multipoint grounding system element and building structural steel, where available. Unless provided as part of the SPD, all

SPD grounding connections shall be made using AWG #6 or AWG #10 stranded copper wire with green insulation. For all grounding connections less than 2 meters, AWG #10 shall be used, and for all grounding connections 2 meters or more, AWG #6 shall be used. All grounding materials shall be compatible and (UL) listed for the application. Mechanical compression and screw type terminals and lugs suitable for the application shall be used for making grounding connection inside buildings. Exothermic (welded) connections shall be used for grounding connections made outside buildings.

END OF SECTION 16672